Contractor Contract No. DOL Account No. 911117 DOL Contract No. K1391

## **BETWEEN** DATA SHARING AGREEMENT INTERAGENCY DISCLOSURE DRIVER AND PLATE SEARCH (DAPS)

**QNA** DEPARTMENT OF LICENSING THE STATE OF WASHINGTON

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT, OFFICE OF INVESTIGATIONS DEPARTMENT OF HOMELAND SECURITY

DOL Contract No. K881. Enforcement, Office of Investigations. Upon execution, this Agreement cancels and supersedes referred to as DOL, and the Department of Homeland Security, U.S. Immigration and Customs This Agreement is made and entered into between the Department of Licensing, hereinafter

E-mail: jeffrey.schwab@dhs.gov Facsimile: (206) 553-0826 Telephone: (206) 553-6752

Seattle, WA 98104 1000 2nd Ave, Suite 2300 Office of Investigations U.S. Immigration and Customs Enforcement Department of Homeland Security

Hereinafter referred to as the "Contractor "or "USER".

#### **TERMS AND CONDITIONS**

copying of records. provides the terms and conditions under which such information is provided for inspection and provided in chapters 42.56 RCW, 46.12 RCW, 46.52 RCW and 308-10 WAC. This Agreement need. This is obtained through the DOL application known as Driver and Plate Search (DAPS) as centers, governmental investigators and other governmental agencies based on expressed descriptions and ownership information, to law enforcement, 911 communication dispatch DOL has established systems for disclosing vehicle, and driver record information, including **PURPOSE** 

## THEREFORE, IT IS MUTUALLY AGREED THAT:

## **DEFINITIONS**

agency source code or object code, and agency security data. federal statutes. Confidential Information includes, but is not limited to, Personal Information, public or other unauthorized persons under either chapter 42.56 RCW, or other state or "Confidential Information" shall mean information that may be exempt from disclosure to the As used throughout this Agreement, the following terms shall have the meanings set forth below:

- other entity performing services or accessing the DAPS data system under this contract. "Contractor" means the primary agency, firm, provider, organization, individual, agent and/or
- or revised. individual, as set forth in 45 CFR § 164.501 as currently enacted and subsequently amended an individual; or the past, present or future payment for the provision of health care to an future physical or mental health or condition of an individual; the provision of health care to demographic information collected from an individual and relates to the past, present, or "Individually Identifiable Health Information" is a subset of health information, including
- to, information that relates to a person's name, health, finances, education, business, use or "Personal Information" means information identifiable to any person, including, but not limited

federal statutes. other unauthorized persons under either RCW 42.56.360, 42.56 RCW, or other state and financial identifiers, and other information that may be exempt from disclosure to the public or enforcement records or other identifying numbers or Protected Health Information, any security numbers, driver license numbers, e-mail addresses, credit card information, law receipt of governmental services or other activities, addresses, telephone numbers, social

- set forth in 45 CFR § 164.501, as currently enacted and subsequently amended or revised. transmitted by electronic media, or transmitted or maintained in any other form or medium, as "Protected Health Information" means Individually Identifiable Health Information that is
- any tier. to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in performing all or part of those services under this contract under a separate contract with a party "Subcontractor" means one not in the employment of a party to this Agreement, who is
- behalf of the primary Contractor and who will access the DAPS data system. "USER" means the Contractor, the Contractor employee(s) or agent(s) or entity performing on

STATEMENT OF WORK

torth in the service(s) and otherwise do all things necessary for, or incidental to, the exchange of data as set The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or

- Statement of Work, Attachment A;
- Budget, Attachment B;
- Driver and Plate Search (DAPS) Application and Employee List, Attachment C;
- Driver and Plate Search (DAPS) Appropriate Use Declaration, Attachment D, and
- Driver and Plate Search (DAPS) Employee List Modifications, Attachment E,

which are attached hereto and incorporated by reference herein.

PERIOD OF PERFORMANCE

affected by the DOL giving 30 days written notice of extension or renewal to Contractor. This Agreement may be extended or renewed at the exclusive option of the DOL and shall be date of execution, and end on October 31, 2011 unless terminated sooner as provided herein. Subject to its other provisions, the period of performance of this Agreement shall begin on the

Contractor will be required to complete a new DAPS application prior to an extension or renewal.

or concurrent with receiving the information requested, and USER will provide payment with incorporated herein. USER agrees to make payment of all fees due under this Agreement before Payment for service(s) shall be in accordance with the Budget, Attachment B, attached hereto and PAYMENT and BILLING PROCEDURE

Upon expiration of the Agreement, any claim for payment not already made shall be submitted each request for a hard copy of disclosure information.

within 30 days after the expiration date or the end of the fiscal year; whichever is earlier.

RECORDS MAINTENANCE

the parties shall have full access and the right to examine any of these materials during this period. expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by records, documents, and other material relevant to this Agreement will be retained for six years after the State Auditor, and federal officials so authorized by law. Unless otherwise agreed, all books, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of performance of the service(s) described herein. These records shall be subject to inspection, which sufficiently and properly reflect all direct and indirect costs expended by either party in the The parties to this Agreement shall each maintain books, records, documents and other evidence,

provided by the other party are not erroneously disclosed to third parties. utilize reasonable security procedures and protections to assure that records and documents party, will remain the property of the furnishing party, unless otherwise agreed. Each party will Records and other documents, in any medium, furnished by one party to this agreement to the other

## CONFIDENTIALITY

employees and subcontractors to this effect. writing as Confidential Information. Each party shall have an appropriate Agreement with its Washington State law, each party shall maintain all information, which the other party specifies in which may be specifically classified as Confidential Information. To the extent consistent with financial affairs, and relations with its clientele and its employees, and any other information, concerning study findings and recommendations, as well as the business of the other party, its written consent of the other party. Each party shall maintain as confidential all information provided under this Agreement, is prohibited except as otherwise required by law or by prior not directly connected with the administration of responsibilities, with respect to services The use or disclosure by any party of any information concerning the other party for any purpose

## SAFEGUARDING OF CONFIDENTIAL INFORMATION

data security and electronic data interchange of Confidential Information. comply with all federal and state laws and regulations, as currently enacted or revised, regarding a violation of federal law or applicable provisions of Washington State law. Each Party agrees to Each Party shall not use or disclose Confidential Information in any manner that would constitute

maintained by "USER" or its Subcontractors. available to amend as directed by DOL and incorporate any amendments into all the copies prevent unauthorized access, use, or disclosure. "USER" shall make the Personal Information agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to without the express written consent of the other party or as otherwise authorized by law. Each party to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons accomplishing the services set forth in this Agreement. Each party and its Subcontractors agree not directors, officers; employees, subcontractors or agents use it solely for the purposes of Agreement, against unauthorized use, disclosure, modification or loss. Each party shall ensure their Each party shall protect Confidential Information collected, used, or acquired in connection with this

line access accounts and the demand for return of all confidential information. disclosure. Any breach of this clause may result in termination of the Agreement, suspension of on-USER shall notify the DOL immediately of becoming aware of any unauthorized access, use or

## ATAO NI STHƏIR

to copyright, patent, register, and the ability to transfer these rights. studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, defined by the U.S. Copyright Act of 1976 and shall be owned by the DOL. Data shall include, but Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as

## SECURITY OF DATA

while it is in motion and at rest. The required protective measures are: The confidentiality classification of the data determines the handling requirements for this data

positively identify the user of the system irrespective of the network used to access the provided from the DAPS system, DOL believes a strong authentication mechanism is required to communications. Given the security experts' recommendation and the sensitivity of the data access to DOL's sensitive information be secured with strong authentication and encrypted A recent independent security review of DOL's infrastructure recommended that all remote

authentication mechanism. application. Both digital certificates and SecureAccess VVA are considered to have this strong

all appropriate ISB security standards. electronic access, as described in this Agreement, to ensure the parties are in compliance with Each party shall take due care to protect the shared data from unauthorized physical and

## INDEPENDENT CAPACITY

purpose to be employees or agents of the other party. shall continue to be employees or agents of that party and shall not be considered for any The employees or agents of each party who are engaged in the performance of this Agreement

## SUBCONTRACTING

assurances and certifications set forth in this Agreement are carried forward to any subcontracts. under this Agreement. Each party is responsible for ensuring that all terms, conditions, does not include contracts of employment between a party and personnel assigned to work contemplated under this Agreement. Consent shall not be unreasonably withheld. This clause With prior written consent, either party may enter into subcontracts for any of the work or services

## be binding unless they are in writing and signed by personnel authorized to bind each of the parties. This Agreement may be amended by mutual Agreement of the parties. Such amendments shall not AGREEMENT ALTERATIONS AND AMENDMENTS

incurred in accordance with the terms of this Agreement prior to the effective date of termination If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs Either party may terminate this Agreement upon 30 days' prior written notification to the other party. TERMINATION FOR CONVENIENCE

# If for any cause, either party does not fulfill in a timely and proper manner its obligations under this TERMINATION FOR CAUSE

the other. corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to opportunity to correct the violation or failure within 15 working days. If failure or violation is not the other party written notice of such failure or violation. The responsible party will be given the Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give

## **TERMINATION OF ACCESS**

individual by either party does not affect other individuals authorized under this Agreement. written notice and become effective upon receipt by the other party. Termination of access of one which is attached hereto and incorporated by reference. Notice of termination of access will be by access to data pursuant to Driver and Plate Search Application and Employee List, Attachment C, Each party may at its discretion disqualify an individual authorized by the other party from gaining

## The members so appointed shall jointly appoint an additional member to the Dispute Board. The following manner: Each party to this Agreement shall appoint one member to the Dispute Board. In the event that a dispute arises under this Agreement, a Dispute Board shall determine it in the DISPUTES

the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. the parties hereto. As an alternative to this process, either of the parties may request intervention by determination of the dispute. The determination of the Dispute Board shall be final and binding on Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a

## GOVERNANCE

Thurston County. Washington and the venue of any action brought hereunder shall be in the Superior Court for This Contract shall be construed and interpreted in accordance with the laws of the state of

DOL Contract No. 81391 DOL Account No. 911117 Contractor Contract No.

#### ORDER OF PRECEDENCE

Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following precedence.

- 1. Applicable state and federal statutes and rules;
- Terms and Conditions set forth in this Agreement;
- Statement of Work; and any attachments
- 4. Any other provisions of the Agreement, including materials incorporated by reference.

# ASSIGNMENT The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable.

# or delegable.

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

# RIGHTS OF INSPECTION Each party shall provide right of access to the other party, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available information necessary for the other party to comply with the client's right to access, amend, and receive an accounting of disclosures of their Confidential Information.

SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

Contractor Contract No. DOL Account No. 911117 DOL Contract No. K1391

## CONTRACT MANAGEMENT

person for all communications and billings regarding the performance of this Agreement. The contract manager for each of the parties shall be responsible for and shall be the contact

Phone: (360) 902-3824 FAX: (360) 570-4924 E-Mail: dwaldron@dol.wa.gov	Seattle, WA 98104 Phone: (206) 553-6752 FAX: (206) 553-0826 E-Mail: jeffrey.schwab@dhs.gov
The Contract Manager for DOL is:  Dani Waldron  Department of Licensing PO Box 2076  Olympia, WA 98507-2076	The Contract Manager is:  SS/A Jeffrey C. Schwab Department of Homeland Security U.S. Immigration and Customs Enforcement, Office of Investigations 1000 2nd Ave, Suite 2300

contact information. Communications Unit, see Program Support section in the Statement of Work, Attachment A, for All program support communications from the USER to DOL shall be directed through the DOL Program Support Communications

## ALL WRITINGS CONTAINED HEREIN

This Contract consists of thirteen (13) pages including the following attachments:

- Statement of Work
- Budget B
- Driver and Plate Search (DAPS) Appropriate Use Declaration, Driver and Plate Search Application and Employee List 0
- D
- Employee List Modifications

whatsoever. matter of this Contract shall be deemed to be null and void and of no force and effect other agreement, representation, or understandings, verbal or otherwise, regarding the subject This Contract sets forth in full all the terms and conditions agreed upon by the parties. Any

authority to bind their respective parties to the terms and conditions of this Agreement. IN WITNESS WHEREOF, the parties have executed this Agreement, affirm they have the

Department of Licensing State of Washington

APPROVED AS TO FORM ONLY

Julie Khittle, Assistant Director

Jerald Anderson, AAG

Signature on File

(Date)

U.S. Immigration and Customs Enforcement Department of Homeland Security

Office of Investigations

(Federal Tax ID number or UBI)

(Date)

90-08-7

(Date)

## Attachment A

SCOPE

DAPS is used by the Department of Licensing (DOL) Communications Unit to respond to inquiries and is used to locate a vehicle or driver record when only partial information is available. DOL shall provide the application in a browser environment and is available for search queries 24 hours a day, except during system maintenance.

DOL shall disclose vehicle and driver record information for inspection and hard copying when requested by USER over a secure Internet connection using DOL's DAPS application. Access to DAPS is for secure use by USER and USER's employees only. The USER will also ensure that they will not share the information with anyone outside the workplace, and will not use any information for their own purpose and/or benefit. Any use of the application by persons other than employees of the USER or for purposes other than to accomplish the USER's official job functions is grounds for immediate termination of this Agreement as provided herein.

## PROGRAM SUPPORT

regarding:
The program support liaison for the USER shall be the primary contact for all communications

- Installation and operations of DAPS;
- Registration process of the digital certificate and SecureAccess Washington
- Troubleshooting issues or problems that occur;
- User acceptance testing for system updates;
   Law enforcement questions;
- Processes for modifying, adding, terminating employees from Employee List and/or general questions
- Motification of system maintenance

Mon- Fri. 8:00am to 5:00pm
E-Mail: dapscomm@dol.wa.gov
Phone: (360) 570-4943
PO Box 2076 Olympia, WA 98507-2076
Communications Unit
Department of Licensing
The Program Support for DOL is:

## NSERS Shall:

- Take all steps necessary to ensure the application is accessible and used only by authorized personnel to accomplish their official job functions.
- 2. Obtain necessary forms from the DOL website at <a href="http://www.dol.wa.gov/forms">http://www.dol.wa.gov/forms</a> (form numbers 42.201, 420-203, 420-205.)
- 3. Notify DOL in writing of employees who are eligible for access to the DAPS system using the DAPS Application Employee List form incorporated herein by reference.
- Be responsible to immediately notify DOL in writing of any changes to the access eligibility by using the DAPS Employee List Modification incorporated herein by reference.

reference.

- 5. Ensure the USER and USER's employees and agents will maintain the confidentiality of vehicle and driver records by:
- a. protecting their account numbers and passwords;
- b. regularly changing passwords, by instructing users to change their password to every 90 days, as recommended for security enhancement and by using hard to guess passwords; particularly when there are changes in personnel;
- instituting penalties for misuse of data; and
   d. ensuring that employees are familiar with the provisions of this contract.
- 6. Have the ability and are responsible to cancel its SecureAccess account.
- With a written request to DOL, USER may be allowed to obtain hard copies of records:
   Copy of an individual vehicle/ and driver record may be provided as authorized in
- RCW 46.12.380, RCW 46.52.120 and RCW 46.52.130.

  b. Lists of individual records may be provided as authorized in RCW 46.12.370 and RCW 42.56.
- c. NOTE regarding the updating of information:
- Vehicle responses received may contain information that has not been updated for up to 48 hours.
   Driver responses received may contain information that has not been ii.
- updated for up to 24 hours.

  8. Require USER employees to apply for and receive either a digital certificate from IdenTrust or registration with SecureAccess Washington for each employee accessing the DAPS application.
- USER is provided the following options for access to the DOL DAPS system, IdenTrust and SecureAccess Washington or may elect to use both options.
- IdenTrust (Fee Applies)
  The USER will pay IdenTrust for the digital certificates along with a certificate renewal fee every two years. As a licensed, regulated entity, IdenTrust must comply with Washington Iaw RCW 19.34 and operate under the rules set forth in chapter 434-180 of the Washington Administrative Code.
- SecureAccess (No Fee)
  SecureAccess WA is a single sign-on application gateway created by Washington State's Department of Information Services and allows Internet access to multiple online government services with the use of a unique single self-generated User-ID and password.

## **DESCRIPTION OF DATA**

This Agreement governs the transfer and access to the following data:

DOL shall disclose vehicle and driver records for inspection and copying when requested by USER in writing, by telephone, over the Internet, or in person at DOL public service counter Olympia, Washington. Each request for disclosure shall be accompanied by the USER's unique account code assigned by DOL. Costs incurred for records disclosed will be imposed as defined in this Agreement.

## DATA CLASSIFICATION DECLARATION

Data described in this data sharing Agreement is assessed to be in the following data (confidentiality) classification:

#### CONFIDENTIAL

A data classification for data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the agency legally, financially or damage its public integrity.

#### RESTRICTED CONFIDENTIAL

A data classification for the most sensitive medical and business data within the agency, is confidential (as defined above); however, with a need for added protection. Its unauthorized access would seriously and adversely impact the organization, its customers, employees or business partners.

### ACCESS TO DATA

Method of Access/Transfer

The data shall be provided by the DOL based upon the option(s) chosen by Contractor at the time of application either Digital Certificate with IdenTrust and/or SecureAccess Washington or both.

Frequency of Data Exchange

Repetitive: Continual as needed basis.

<u>Authorized Access to Data</u>
Access to "Confidential" or "Restricted Confidential" information is limited to individual agency staff and business partners who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the data available, the USER shall notify all staff with access to the data of the use and disclosure requirements.

USER will be responsible for ensuring that all employees obtaining access to the DAPS application have reviewed this contract and signed the DAPS Appropriate Use Declaration form incorporated herein by reference. This form will be kept on file at the USER's location.

## USE OF DATA

The data provided by DOL shall be used and accessed by USER only for the limited purposes of carrying out activities pursuant to this Agreement as described in USER'S application for access submitted prior to issuance of this Agreement and incorporated by reference herein. The data shall not be duplicated or redisclosed without prior written authority of DOL. USER or USER employees shall not use the data provided for any purpose not specifically authorized under this Agreement.

## PROHIBITED USE OF DATA

- USER shall not furnish to any person, association, or organization any of the information, or part thereof, obtained from DOL. All exceptions to the above must be pre-approved in writing by the Director of DOL, or the Director's designee, setting out any limitations or conditions to which the approval is subject. Such written approval must be granted by the DOL prior to the requested use of, or release of, the information that is subject to the exception.
- The sale or other distribution of vehicle, owner name or address or driver name or address to another person is in violation of this Agreement. This subsection shall not prevent USER from requesting additional specific exceptions from this section from DOL, subject to prior written approval of, and any conditions imposed by, DOL. No exceptions shall be valid unless approved in writing by the Director of DOL or his/her designated designee, accompanied by a statement of conditions, if any; imposed on such approval, prior to the intended use of the information that is the subject of the exception.
- In the absence of actual delivery to and receipt by either party by mail or other means at an earlier date and/or time notice of termination shall be conclusively deemed to have been delivered to, and received by, the other party as of midnight of the third day following the date of its posting in the United States mail, addressed as provided herein.

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## B TTACHMENT B BUDGET

## COST PER RECORD

When DOL is requested to provide hard copies of records, USER, USER agrees to pay DOL a fee covering DOL's direct cost for copying records, not to exceed fifteen cents (\$.15) for each photocopy, seventy-five cents (\$.75) for each copy of microfilm, microfiche or imaged document, plus delivery costs.

- CERTIFICATION:
  When copies of records are requested, USER agrees to pay DOL a fee of one dollar and fifty cents (\$1.50) for each certification affixed to any print or photocopy, plus delivery costs.
- 3. COMPUTER-GENERATED LISTS:
  USER agrees to pay DOL a fee covering DOL's direct cost for computer-generated lists.
  The fee for each request shall be agreed upon prior to DOL disclosing the information.

DOL maintains the right to increase or decrease the fees for rendering service under this Agreement. Any amendment to the fees shall be subject to a change in the Agreement as provided herein.

## *ATTACHMENT C*

## Driver And Plate Search (DAPS) Application Employee List



We have received your request for access to the DAPS system. List the employees requiring DAPS access and check the type of access for each. When completed send this form to:

Communications

Department of Licensing
PO Box 2076
Olympia, WA 98507-2076
Fax: (360) 570-4943

X	70.	
Contact signalure		Dale
Confact name (printed)		Contact (area code) telephone number
CIP	भाषाऽ	SIP code
yeauch address		
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Important: Print each employee name and check the type of access; Digital certificate (DC), Secure access (SA)

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#### *DATTACHMENT D*

## Driver And Plate Search (DAPS) Appropriate Use Declaration



#### DAPS USERS WILL:

- Ensure the confidentiality and privacy of the information accessed.
   Only use the information to accomplish official job duties.
- DAPS USERS WILL NOT:
- (t) Share the information with any unauthorized person.
- S) Use the information for personal reasons or benefit.

Misuse of this information is a felony and is punishable by fine and/or imprisonment.

	X	
	Employee signature	Dote
	X	
emen eeyolqme inin	Employee serial/ badge number	

Signed copies of this declaration should be kept on file in your office - please do not return to DOL.

SAAD gainen for using percy Agreement with my supervisor and understand the expectations for using DAPS.

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## **ATTACHMENT E**

## **Employee List Modification** Driver And Plate Search (DAPS)



You can use this form to add, remove or update user information for the DAPS system. When completed, send to:

Check the type of access	A CHARLES	• 4
Contact name (printed)		Conlact (area code) lelephone numb
CIA	<b>अध</b> ा	aboo qiz
удвису аддівая		
Аденсу гате	#	
DAPS account number		
Fax: (360) 570-4943		
Communications  Department of Licensing PO Box 2076  Olympia, WA 98507-2076		

Effective date	Signature of contact	
	X	
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